

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF NEBRASKA**

IN THE MATTER OF	)	Case No. BK 18-81127-TLS
	)	
EAT FIT GOT HEALTHY FOODS, LLC et al <sup>1</sup>	)	Chapter 11
	)	
Debtors.	)	

**MOTION FOR ORDER PURSUANT TO 11 U.S.C. §§ 105(a), 363, FED. R. BANK P. 6004, AND LOCAL R. BANK. P. 6004-1 AUTHORIZING AND APPROVING THE SALE OF CERTAIN ASSETS OF FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS, AND ENCUMBRANCES**

COME NOW Eat Fit Go Healthy Foods, LLC et al., debtors and debtors-in-possession in the above captioned Chapter 11 bankruptcy case ("Debtors"), and in support of their Motion for Order pursuant to 11 U.S.C. §§ 105(a) and 363, Fed. R. Bank. P. ("Rule") 6004, and Local R. Bank. P. ("Local Rule") 6004-1 Authorizing and Approving the Sale of Certain Assets of Debtors Free and Clear of Liens, Claims, Interests, and Encumbrances ("Motion"), state and allege as follows:

**Jurisdiction and Venue**

1. On July 31, 2018 (the "Petition Date") Debtors filed 10 separate voluntary petitions for relief under Chapter 11 of the Bankruptcy Code in this Court (the "Related Cases") in the United States Bankruptcy Court for the District of Nebraska (the "Bankruptcy Court").

2. Each Debtor remains in possession of its assets and continues to operate as debtor-in-possession in accordance with 11 U.S.C. §§ 1107 and 1108.

3. An Official Committee of Unsecured Creditors has not yet been appointed in any of the Related Cases.

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<sup>1</sup> Debtors in this case include: Eat Fit Go Omaha Kitchen, LLC, Eat Fit Go Kansas City Kitchen, LLC, Eat Fit Go Georgia Kitchen, LLC, Eat Fit Go Arizona Kitchen, LLC, Eat Fit Go Healthy Foods - Des Moines, LLC, Eat Fit Go Healthy Foods - Kansas City, LLC, EFG Shared Services, LLC (No Rev), Eat Fit Go Healthy Foods - Omaha, LLC, and Eat Fit Go Healthy Foods - Minnesota, LLC.

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4. This is a core proceeding pursuant to 28 U.S.C. §157(b)(2).
5. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334.
6. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

### **Debtors' Background**

7. Debtors provide healthy chef-made meals that are high in protein and made fresh daily. Debtors' business operations offer one stop shopping where a customer can purchase breakfast, lunch, dinner, and snacks that are pre-cooked, pre-portioned and ready-to-eat.

8. Capitalizing on a growing trend in healthy foods, Debtors opened the first store in February of 2016, in Omaha, NE, and have grown to 33 stores across eight states utilizing a mix of franchised locations and corporate owned stores. Beyond the rapidly increasing number of storefronts, Debtors plan to expand into e-commerce with a mobile app to facilitate delivery of healthy foods to customers' doors within 24 hours.

### **Relation of Debtors**

9. Each of Debtors is a legally separately entity. With the exception of Eat Fit Go Healthy Foods – Omaha, LLC, each of the other Debtors (the "Subsidiaries") is a wholly-owned subsidiary of Eat Fit Go Healthy Foods, LLC (the "Parent").<sup>2</sup> Each Debtor plays a unique role in Debtors' ongoing operations, be it as a manger of operations, corporate store, corporate kitchen, or leaseholder. Debtors utilize common branding for their operations.

### **Proposed Sale of Assets**

10. Debtors seek to obtain the approval for the sale of superfluous assets owned by of Eat Fit Go Healthy Foods - Omaha, LLC, Eat Fit Go Healthy Foods - Kansas City, LLC, Eat Fit Go

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<sup>2</sup> Parent is the managing member of Eat Fit Go Healthy Foods – Omaha, LLC.

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Healthy Foods - Des Moines, LLC, Eat Fit Go Kansas City Kitchen, LLC, Eat Fit Go Healthy Foods, LLC.<sup>3</sup> Both pre- and post-petition, Debtors have shuttered certain operations and have determined that it is in possession of a large number of superfluous assets that Debtors no longer require.

11. Debtors have concluded that the best mechanism for maximizing the value to the Assets (as defined below) is through the sale of this unused equipment pursuant to 11 U.S.C. §363(b) (the "Sale") by way of public auction (the "Sale Auction").

12. Debtors believe that the Sale of the Assets (as defined below) pursuant to the terms set forth herein will maximize the recovery for Debtors' estate.

#### **Assets to Be Sold**

13. Debtors propose to sell the assets listed on the attached Exhibit "A" (the "Assets").

#### **Terms of Sale**

14. To assist Debtors with the Sale of the Assets, Debtors have engaged the Auction Mill, a Nebraska entity and experienced auctioneer of food service equipment. Under the terms of the Auction Agreement (a copy of which is attached hereto as Exhibit "B"), Debtors will pay Auction Mill a commission of ten (10%) of the gross auction sale from the proceeds of the Sale. Auction Mill intends to conduct an online auction to liquidate the assets.

15. Debtors cannot reasonably determine, at this time, the amount of taxable income Debtors may realize from the Sale. However, it is possible that Debtors will incur taxable income as a result of the Sale.

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<sup>3</sup> This is not a request to sell all or substantially all of any particular Debtor's assets.

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**Applicable Authority to Approve the Sale Free and Clear of All  
Liens, Claims, Interests and Encumbrances**

**The Sale Should be Authorized Pursuant to Section 363(b)(1)**

16. Pursuant to §105(a), a bankruptcy court "may issue any order process or judgment that is necessary or appropriate to carry out the provision of [the Bankruptcy Code]." Additionally, §363(b)(1) provides, in relevant part, that Debtors, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of its bankruptcy estate.

17. The proposed use, sale, or lease of property of the estate may be approved under §363(b) if it is supported by sound business justification. See e.g. *Meyers v. Martin (In Re Martin)*, 91 F.3d 389, 395 (3rd Cir 1996); *Institutional Creditors of Continental Air Lines, Inc. v. Continental Air Lines, Inc. (In Re Continental Air Lines)*, 780 F.2d 1223, 1226 (5th Cir. 1986) ("[F]or [a] debtor-in-possession . . . to satisfy its fiduciary duty to the . . . creditors, and equity holder[s], there must be some articulated business justification for using, selling, or leasing the property outside the ordinary course of business." *Id.*).

18. In this case, Debtors have sound business justification for the proposed Sale. First, the Assets represent surplus equipment and accessories. The value of the used Assets continues to diminish as time goes by. In Debtors' opinion, the continued possession of the Assets is burdensome and will be detrimental to Debtors' reorganization efforts. Further, the Sale of the Assets will generate proceeds that will benefit Debtors' estates by providing additional income. These funds can be used to assist Debtors in their reorganization.

19. In reviewing a proposed sale of assets, a bankruptcy court should give deference to debtor's business judgment. *Esposito v. Title Ins. Co. (In re Fernwood Mkts.)*, 73 B.R. 616, 621 n.2 (Bankr. E.D. Pa 1987); *In Re Crutcher Resource Corp.*, 72 B.R. 628, 631 (Bankr. N.D. Tex.

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1987) ("A Bankruptcy Judge has considerable discretion in approving a § 363(b) sale of property of the estate other than in the ordinary course of business, but the movant must articulate some business justification for the sale"). *See also Stephens Industries, Inc. v. McClung*, 789 F.2d 386 (6th Cir. 1986); *In re Channel One Communications, Inc.*, 117 B.R. 493 (Bankr. E.D. Mo. 1990).

20. In addition to showing a business justification, Debtors believe that courts, when reviewing a sale under §363, should also examine whether: (a) the price is fair and reasonable; (b) the purchaser acted in good faith; and (c) adequate notice was provided. *In re Channel One Communications, Inc.*, 117 B.R. 493, 496 (Bankr. E.D. Mo. 1990).

21. By virtue of the fact that the Sale to the Successful Bidder(s) will be subject to a public auction, the good faith of the Successful Bidder(s) and the reasonableness of the purchase price will be, *per se*, established.

22. The Court may review a proposed sale to determine whether parties received adequate notice of this Motion. Debtors will provide adequate notice of the hearing on this Motion by providing notice to: (a) all entities known to have expressed an interest in a transaction with respect to the Assets; (b) all entities known to have asserted any lien, claim, interest, or encumbrance in or upon the Assets, including Access Bank; (c) the United States Trustee's office; and (d) any Official Committee of Unsecured Creditors as may be appointed in this Chapter 11 Case, or in the absence of such a committee, to the creditors included on the consolidated list filed by Debtors as required by Rule 1007(d) (the "Sale Notice"). The Sale Notice is reasonably calculated to provide timely and adequate notice to Debtors' major creditor constituencies.

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23. Based on the forgoing, the Sale satisfies all of the requisite conditions for authorization under §363(b) of the Bankruptcy Code.

The Sale Satisfies the Requirements of 11 U.S.C. § 363(f) for a Sale  
Free of Liens, Claims, Interests, and Encumbrances

24. Section 363(f) of the Bankruptcy code provides:

The trustee may sell property under subsection (b) or (c) of this section free and clear of any interests in such property of an entity other than the estate, only if:

- (i) applicable non-bankruptcy law permits sale of such property free and clear of such interests;
- (ii) such entity consents;
- (iii) such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;
- (iv) such interest is in bona fide dispute; or
- (v) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

25. Debtors submit that, with respect to each such interest, at least one of the five conditions of §363(f) is satisfied. Debtors accordingly requests authority to convey the Assets to the Successful Bidder free and clear of all liens, claims, interests, and encumbrances (collectively "Interests").

26. Having exercised sound business judgment, Debtors have determined that the Sale of the Assets free and clear of all Interests, excluding the Excepted Interests, is in the best interests of Debtors, the estates, and the creditors thereof. As such, the Sale should be approved free and clear of all Interests, excluding the Excepted Interests.

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A Finding of Good Faith of the Successful Bidder Pursuant to  
Section 363(m) is Appropriate

27. Section 363(m) of the Bankruptcy Code provides the following:

The reversal or modification on appeal of an authorization under subsection (b) or (c) of this section of a sale or lease of property does not affect the validity of a sale or lease under such authorization to an entity that purchases or leased such property in good faith, whether or not such entity knew of the pendency of the appeal, unless such authorization and such sale or lease were stayed pending appeal.

28. The Bankruptcy Code does not define good faith. However, "[t]he criteria to be considered when making an evaluation of good faith are almost universally stated as follows: '[t]he requirement that a purchaser act in good faith . . . speaks to the integrity of his conduct in the course of the sale proceedings. Typically, the misconduct that would destroy a . . . good faith status at a judicial sale involves fraud, collusion between the purchaser and other bidders or the trustee, or an attempt to take grossly unfair advantage of other bidders.'" *In re Apex Oil Co.*, 92 B.R. 847, 869 (Bkrcty. E.D. Mo. 1988) (quoting *In re Rock Industries Machinery Corp.*, 572 F.2d 1195, 1998 (7th Cir. 1978)).

29. Debtors will present evidence at the Sale confirmation hearing, that as set forth above, the Sale will result in a transaction or transactions, in which the Successful Bidder(s) has at all times acted in good faith. Debtor, therefore, requests that the Court make a finding that the Successful Bidder(s) has purchased the Assets in good faith within the meaning of §363(m) of the Bankruptcy Code.

**Relief under Rule 6004(h) is Appropriate in this Case**

30. Rule 6004(h) provides an order authorizing the use, sale, or lease of property other than cash collateral is stayed until the expiration of 14 days after entry of the Order, unless the

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court orders otherwise. In order to permit the Sale to proceed as expeditiously as possible and to avoid further degradation or loss of value to the Assets, good cause exists to waive the 14 day stay provided in Rule 6004(h).

### **Conclusion**

**WHEREFORE**, Eat Fit Go Healthy Foods, LLC et al., debtors and debtors-in-possession in the above captioned Bankruptcy Case, respectfully prays this Court enter an order: (1) granting this Motion in full; (2) overruling all objection to this Motion; (3) approving and authorizing the sale of the Assets free and clear of all Interests; (4) waiving the 14 day stay provided in Rule 6004(h); and (5) granting any other relief at equity or law this Court deems necessary.

**EAT FIT GO HEALTHY FOODS, LLC  
ET AL., Debtors**

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## EXHIBIT A TO MOTION TO SELL ASSETS

Lot Number	Lot Title	Lot Description
1	Terms, Not a Lot	
2	Lot of 2, Chrome NSF Stationary Wire Shelving Racks, 4 Shelves Ea.	Missing Plastic Shelf Clips Shelf Clip Collets 
3	Chrome NSF Stationary Wire Shelving Rack, 4 Shelves	Missing Plastic Shelf Clips Shelf Clip Collets 
4	Chrome NSF Stationary Wire Shelving Rack, 4 Shelves	Missing Plastic Shelf Clips Shelf Clip Collets 
5	Chrome NSF Stationary Wire Shelving Rack, 4 Shelves	Missing Plastic Shelf Clips Shelf Clip Collets 
6	Chrome NSF Stationary Wire Shelving Rack, 4 Shelves	Missing Plastic Shelf Clips Shelf Clip Collets 
7	Chrome NSF Stationary Wire Shelving Rack, 5 Shelves	Missing Plastic Shelf Clips Shelf Clip Collets 
8	Chrome NSF Stationary Wire Shelving Rack, 5 Shelves	Missing Plastic Shelf Clips Shelf Clip Collets 
9	Chrome NSF Stationary Wire Shelving Rack, 5 Shelves	Missing Plastic Shelf Clips Shelf Clip Collets 
10	Chrome NSF Stationary Wire Shelving Rack, 5 Shelves	Missing Plastic Shelf Clips Shelf Clip Collets 
11	Chrome NSF Stationary Wire Shelving Rack, 5 Shelves	Missing Plastic Shelf Clips Shelf Clip Collets 
12	Chrome NSF Stationary Wire Shelving Rack, 5 Shelves	Missing Plastic Shelf Clips Shelf Clip Collets 
13	Chrome NSF Stationary Wire Shelving Rack, 5 Shelves	Missing Plastic Shelf Clips Shelf Clip Collets 
14	Chrome NSF Stationary Wire Shelving Rack, 5 Shelves	Missing Plastic Shelf Clips Shelf Clip Collets 
15	Chrome NSF Stationary Wire Shelving Rack, 5 Shelves	Missing Plastic Shelf Clips Shelf Clip Collets 
16	Lot of 10 NSF Aluminum Sheet Pan Racks, 18in x 26in, One Money for All 10	&nbsp; 
17	Lot of 10 NSF Aluminum Sheet Pan Racks, 18in x 26in, One Money for All 10	&nbsp; 
18	Lot of 10 NSF Aluminum Sheet Pan Racks, 18in x 26in, One Money for All 10	&nbsp; 
19	Lot of 10 NSF Aluminum Sheet Pan Racks, 18in x 26in, One Money for All 10	&nbsp; 
20	Lot of 10 NSF Aluminum Sheet Pan Racks, 18in x 26in, One Money for All 10	&nbsp; 
21	Lot of 10 NSF Aluminum Sheet Pan Racks, 18in x 26in, One Money for All 10	&nbsp; 
22	Lot of 10 NSF Aluminum Sheet Pan Racks, 18in x 26in, One Money for All 10	&nbsp; 
23	Lot of 10 NSF Aluminum Sheet Pan Racks, 18in x 26in, One Money for All 10	&nbsp; 
24	Lot of 10 NSF Aluminum Sheet Pan Racks, 18in x 26in, One Money for All 10	&nbsp; 
25	Lot of 10 NSF Aluminum Sheet Pan Racks, 18in x 26in, One Money for All 10	&nbsp; 
26	Lot of 10 NSF Aluminum Sheet Pan Racks, 18in x 26in, One Money for All 10	&nbsp; 
27	Lot of 5 Cambro 12in x 18in x 9in NSF 4.75 Gallon Clear Plastic Food Storage Boxes w/ Lids	&nbsp; 

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Lot Number	Lot Title	Lot Description
28	Lot of 5 Cambro 12in x 18in x 9in NSF 4.75 Gallon Clear Plastic Food Storage Boxes w/ Lids	&nbsp;   
29	Lot of 5 Cambro 12in x 18in x 9in NSF 4.75 Gallon Clear Plastic Food Storage Boxes w/ Lids	&nbsp;   
30	Lot of 5 Cambro 12in x 18in x 9in NSF 4.75 Gallon Clear Plastic Food Storage Boxes w/ Lids	&nbsp;   
31	Lot of 5 Cambro 12in x 18in x 9in NSF 4.75 Gallon Clear Plastic Food Storage Boxes w/ Lids	&nbsp;   
32	Lot of 5 Cambro 12in x 18in x 9in NSF 4.75 Gallon Clear Plastic Food Storage Boxes w/ Lids	&nbsp;   
33	Lot of 5 Cambro 12in x 18in x 9in NSF 4.75 Gallon Clear Plastic Food Storage Boxes w/ Lids	&nbsp;   
34	Lot of 5 Cambro 12in x 18in x 9in NSF 4.75 Gallon Clear Plastic Food Storage Boxes w/ Lids	&nbsp;   
35	Lot of 5 Cambro 12in x 18in x 9in NSF 4.75 Gallon Clear Plastic Food Storage Boxes w/ Lids	&nbsp;   
36	Lot of 5 Cambro 12in x 18in x 9in NSF 4.75 Gallon Clear Plastic Food Storage Boxes w/ Lids	&nbsp;   
37	Lot of 5 Cambro 12in x 18in x 9in NSF 4.75 Gallon Clear Plastic Food Storage Boxes w/ Lids	&nbsp;   
38	Lot of 5 Cambro 12in x 18in x 9in NSF 4.75 Gallon Clear Plastic Food Storage Boxes w/ Lids	&nbsp;   
39	Lot of 5 Cambro 12in x 18in x 9in NSF 4.75 Gallon Clear Plastic Food Storage Boxes w/ Lids	&nbsp;   
40	Lot of 5 Cambro 12in x 18in x 9in NSF 4.75 Gallon Clear Plastic Food Storage Boxes w/ Lids	&nbsp;   
41	Lot of 5 Cambro 12in x 18in x 9in NSF 4.75 Gallon Clear Plastic Food Storage Boxes w/ Lids	&nbsp;   
42	Lot of 5 Cambro 12in x 18in x 9in NSF 4.75 Gallon Clear Plastic Food Storage Boxes w/ Lids	&nbsp;   
43	Lot of 5 Cambro 12in x 18in x 9in NSF 4.75 Gallon Clear Plastic Food Storage Boxes w/ Lids	&nbsp;   
44	Lot of 5 Cambro 12in x 18in x 9in NSF 4.75 Gallon Clear Plastic Food Storage Boxes w/ Lids	&nbsp;   
45	Lot of 5 Cambro 12in x 18in x 9in NSF 4.75 Gallon Clear Plastic Food Storage Boxes w/ Lids	&nbsp;   
46	Lot of 3 Cambro 12in x 18in x 9in NSF 4.75 Gallon Clear Plastic Food Storage Boxes w/ Lids	&nbsp;   
47	Lot of 2 Vollrath Wear-Ever 14in NSF No. Z4014 Cool Handle Fry Pans	&nbsp;   

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Lot Number	Lot Title	Lot Description
48	Lot of 2 Vollrath Wear-Ever 14in NSF No. Z4014 Cool Handle Fry Pans	&nbsp; 
49	Lot of 2 Vollrath Wear-Ever 14in NSF No. Z4014 Cool Handle Fry Pans	&nbsp; 
50	Lot of 2 Vollrath Wear-Ever 14in NSF No. Z4014 Cool Handle Fry Pans	&nbsp; 
51	Tablecraft KK3 KenKut 3 - 12in Film & Foil Dispenser / Cutter	&nbsp; 
52	Tablecraft KK3 KenKut 3 - 12in Film & Foil Dispenser / Cutter	&nbsp; 
53	Tablecraft KK3 KenKut 3 - 12in Film & Foil Dispenser / Cutter	&nbsp; 
54	Tablecraft KK3 KenKut 3 - 12in Film & Foil Dispenser / Cutter	&nbsp; 
55	Lot of 3 Green NSF 18in x 24.5in Cutting Boards	&nbsp; 
56	Lot of 3 Green NSF 18in x 24.5in Cutting Boards	&nbsp; 
57	Lot of 3 Red NSF 18in x 24.5in Cutting Boards	&nbsp; 
58	Lot of 3 Red NSF 18in x 24.5in Cutting Boards	&nbsp; 
59	Lot of 4 San Jamar NSF Cutting Boards 18in x 24in, White	&nbsp; 
60	Lot of 3 NSF San Jamar Cutting Boards 15in x 20in, Green	&nbsp; 
61	Lot of 3 NSF San Jamar Cutting Boards 15in x 20in, Yellow	&nbsp; 
62	Lot of 4 NSF San Jamar Cutting Boards, 18in x 24in, 2 Yellow, 2 White	&nbsp; 
63	Lot of 4 San Jamar NSF Cutting Boards 18in x 24in, White	&nbsp; 
64	Placeholder, Do Not Bit, Spot for Additional Lot if Needed	&nbsp; 
65	Placeholder, Do Not Bit, Spot for Additional Lot if Needed	&nbsp; 
66	Placeholder, Do Not Bit, Spot for Additional Lot if Needed	&nbsp; 
67	NIB New Anthony Glass Door for GDM, 74in x 24in New in Box, Silver/Glass	&nbsp; 
68	Heavy Duty Steel Shelf & Contents, Door Plunger, Lot's of GDM Racks	Includes Several Different Glass Door Merchandiser Racks/Shelves, Rolls of Material, Some Ceiling Panels, Shelf is 30in x 40in x 56in 
69	Large Lot of Green Wrapped NSF Stationary Wire Shelving Racks on Pallet	Missing Plastic Shelf Clips Shelf Clip Collets 
70	NEW NIB Nemco 55975-1SC Easy Chicken Slicer 3/8" Scalloped	&nbsp; 
71	NEW NIB Nemco 55975-1SC Easy Chicken Slicer 3/8" Scalloped	&nbsp; 
72	NEW NIB Nemco 55975-1SC Easy Chicken Slicer 3/8" Scalloped	&nbsp; 
73	NEW NIB Nemco 55975-1SC Easy Chicken Slicer 3/8" Scalloped	&nbsp; 
74	NEW NIB Nemco 55975-1SC Easy Chicken Slicer 3/8" Scalloped	&nbsp; 
75	NEW NIB Nemco 55975-1SC Easy Chicken Slicer 3/8" Scalloped	&nbsp; 
76	Huge Lot of Bubble Wrap, 15+ Bags, Various Types, Some Peanuts	&nbsp; 
77	Bag of 4 Rolls of 1/2in DuraBubble LITE 4ftx150ft Perforated at 12in	&nbsp; 
78	Bag of 4 Rolls of 1/2in DuraBubble LITE 4ftx150ft Perforated at 12in	&nbsp; 
79	Bag of 2 Rolls of 1/2in DuraBubble LITE 4ftx150ft Perforated at 12in	Plus 2 Partial Rolls 
80	4 Omnimount RE12W 12 RU Wall-Mount Rack Systems w/ 4 Hikvision Network Video Recorders & 4 JBL CSMA	4 Omnimount RE12W 12 RU Wall-Mount Rack Systems w/ 4 Hikvision Network Video Recorders & 4 JBL CSMA 180 Mixer-Amplifiers & 4 Cameras, Some Remotes 
81	Lot of 3 Winholt Rolling Sheet Pan Racks, Missing Wheels	&nbsp; 

## EXHIBIT A TO MOTION TO SELL ASSETS

Lot Number	Lot Title	Lot Description
82	Winholt Aluminum Sheet Pan Rolling Rack, 20 Pan Capacity	&nbsp; 
83	Winholt Aluminum Sheet Pan Rolling Rack, 20 Pan Capacity	&nbsp; 
84	Electrolux DITO Greens Machine Model: VP-3 Salad & Vegetable Dryer	&nbsp; 
85	Electrolux DITO Greens Machine Model: VP-3 Salad & Vegetable Dryer	&nbsp; 
86	Lot of 2 Sheet Pan Countertop Racks, Stainless Steel	&nbsp; 
87	Lot of 10 - 27 Gallon Tough Boxes Plastic Totes w/ Lids, Black/Yellow	&nbsp; 
88	Lot of 3 Stationary Wire NSF Racks, 24in x 86in x 48in, (2) 24in x 72in x 86in	2 w/ 4 shelves, 1 w/ 5 shelves, Contents Not Included 
89	Vollrath Stainless Steel 13 Qt Bowls, No. 69130, Lot of 4	&nbsp; 
90	Vollrath Stainless Steel 8 Qt Bowls, No. 69080, Lot of 4	&nbsp; 
91	Update ABR15 Stock Pot w/ Lid, 18 SS Silverware Caddys, Pot Hanging Hooks	&nbsp; 
92	Lot of 10 Cambro 12in x 18in x 9in NSF 4.75 Gallon Clear Plastic Food Storage Boxes, NO LIDS, Plus	Lot of 10 Cambro 12in x 18in x 9in NSF 4.75 Gallon Clear Plastic Food Storage Boxes, NO LIDS, Plus NEMCO Slicer Parts Bin 
93	Lot of 2 Duraware Aluminum Large Colanders, 17in x 7.5in ea	&nbsp; 
94	Lot of 2 Duraware Aluminum Large Colanders, 17in x 7.5in ea	&nbsp; 
95	Large Selection of Stock Pot Lids, Steam Pan Lids (Full Size), Round Plastic Food Container Lids,	&nbsp; 
96	Cambro 22 Gallon Food Container, 18in x 26in x 15in w/ Lid, Plus 14 Spare Lids 18in x 26in	Cambro 22 Gallon Food Container, 18in x 26in x 15in w/ Lid, Plus 14 Spare Lids 18in x 26in 
97	Rice Cookers, Hamilton Beach Model: GR04, Lot of 2 w/ Extra Misc. Rice Cooker & Pans	Rice Cookers, Hamilton Beach Model: GR04, Lot of 2 w/ Extra Misc. Rice Cooker & Pans 
98	22 Qt Round Food Container w/ Lid, Plus Extra Food Container w/ Lid	&nbsp; 
99	Lot of 4 Brute Trash Cans w/ Broom & Dust Pan	&nbsp; 
100	Lot of 6, 23 Gallon Carlisle Trash Bins, 3 3 Dollys, 4 Brooms, 4 Dust Pans	Lot of 6, 23 Gallon Carlisle Trash Bins, 3 3 Dollys, 4 Brooms, 4 Dust Pans 
101	Large Brute Trash Can w/ Lid & Dolly, Plus 1 Extra Can w/ Broom & Dust Pan	w/ small floor jack no handle 
102	Lot of 3, Mesh Strainers w/ Wood Handles, 13.75in	&nbsp; 
103	Baking Sheet w/ Misc. Kitchen Utensils	&nbsp; 
104	Baking Sheet w/ Misc. Kitchen Utensils	&nbsp; 
105	Baking Sheet w/ Misc. Kitchen Utensils	&nbsp; 
106	Baking Sheet w/ Misc. Kitchen Utensils	&nbsp; 
107	Baking Sheet w/ Misc. Kitchen Utensils	&nbsp; 
108	Baking Sheet w/ Misc. Kitchen Utensils	&nbsp; 
109	Baking Sheet w/ Misc. Kitchen Utensils	&nbsp; 
110	Rubbermaid Commercial Utility Cart, 40in x 17in x 33in, 500lb Capacity	&nbsp; 
111	Cambro Commercial Utility Cart, 3 Shelves, 40in x 21in x 38in	&nbsp; 
112	Cambro Commercial Utility Cart, 3 Shelves, 40in x 21in x 38in	&nbsp; 
113	Trash Can w/ Dolly & Lid	&nbsp; 

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Lot Number	Lot Title	Lot Description
114	Lot of 16 Catering Racks for Full Size Pans, 1 Food Container No Lid	&nbsp; 
115	Pair of 2 Wheel Hand Trucks, Milwaukee Model 49480, Costco One Damaged	Each w/ Fold Down Bed w/ Wheels 
116	Dunnage Rack, 36in x 20in x 12in - Aluminum	&nbsp; 
117	Lot of 5 Misc. Fatigue Mats, 4 Inset, 1 Typical Mat	&nbsp; 
118	Lot of 4 Dollys, 150kg, 23.5in x 14.5in	&nbsp; 
119	Lot of 2 Viz-Pro Dry Erase Boards, 1 Misc. Board	&nbsp; 
120	Lot of 10 Vollrath Super Pan 3 Stainless Steel Full Size Steam Table Pans w/ Lids, 6in	10 Full Size Pans, 6in Deep w/ 10 Lids 
121	Lot of 10 Vollrath Super Pan 3 Stainless Steel Full Size Steam Table Pans w/ Lids, 6in	10 Full Size Pans, 6in Deep w/ 10 Lids 
122	Lot of 10 Vollrath Super Pan 3 Stainless Steel Full Size Steam Table Pans w/ Lids, 6in	10 Full Size Pans, 6in Deep w/ 10 Lids 
123	ABC Half Size 4in NSF Stainless Steel Steam Pans w/ Lids, Lot of 12	Includes 12 Lids, 4in Pans 
124	Nemco Fruit Slicer / Wedger, 8 Wedge, Missing 1 Rod, Includes Stand Mixer Whisk	Includes Stand Mixer Whisk 
125	Volrath Wedgemaster Fruit / Vegetable Slicer / Wedger, 8 Wedge	&nbsp; 
126	French Fry Cutter, Cast Iron & Stainless Steel, HD	&nbsp; 
127	Long Handle Whisk & Masher & Whisk, Lot of 3	&nbsp; 
128	Lot of 4 Patio Tables & 6 Chairs, 24in x 24in Top, Wood Slat Design	&nbsp; 
129	Misc. Lot, Magnetic Air Trap Strips, Plastic Forks, Drink Carriers, Cans	&nbsp; 
130	Cambro 22 Gallon Food Container, 18in x 26in x 15in w/ Lid	&nbsp; 
131	MenuMaster Model: MDC12A2 Commercial Microwave, 120v, Mfg. 2016	by Amana 
132	MenuMaster Model: MDC12A2 Commercial Microwave, 120v, Mfg. 2016	by Amana 
133	MenuMaster Model: MDC12A2 Commercial Microwave, 120v, Mfg. 2016	by Amana 
134	MenuMaster Model: MDC12A2 Commercial Microwave, 120v, Mfg. 2016	by Amana 
135	by Amana	by Amana 
136	MenuMaster Model: MDC12A2 Commercial Microwave, 120v, Mfg. 2016	by Amana 
137	MenuMaster Model: MDC12A2 Commercial Microwave, 120v, Mfg. 2016	by Amana 
138	MenuMaster Model: MDC12A2 Commercial Microwave, 120v, Mfg. 2016	by Amana 
139	MenuMaster Model: MDC12A2 Commercial Microwave, 120v, Mfg. 2016	by Amana 
140	MenuMaster Model: MDC12A2 Commercial Microwave, 120v, Mfg. 2016	by Amana 
141	MenuMaster Model: MDC12A2 Commercial Microwave, 120v, Mfg. 2016	by Amana 
142	MenuMaster Model: MDC12A2 Commercial Microwave, 120v, Mfg. 2016	by Amana 
143	MenuMaster Model: MDC12A2 Commercial Microwave, 120v, Mfg. 2016	by Amana 
144	MenuMaster Model: MDC12A2 Commercial Microwave, 120v, Mfg. 2016	by Amana 
145	MenuMaster Model: MDC12A2 Commercial Microwave, 120v, Mfg. 2016	by Amana 
146	MenuMaster Model: MDC12A2 Commercial Microwave, 120v, Mfg. 2016	by Amana 
147	MenuMaster Model: MDC12A2 Commercial Microwave, 120v, Mfg. 2016	by Amana 

## EXHIBIT A TO MOTION TO SELL ASSETS

Lot Number	Lot Title	Lot Description
148	Lot of 3 Heavy Duty Hard Plastic Dunnage Racks, Ea. 36in x 96in x 12in	Each One is 8 Feet x 3 Feet x 1 Foot 
149	Amana Model: RMS10TS Commercial Microwave, 120v, Mfg. 2017	&nbsp;   
150	Amana Model: RMS10TS Commercial Microwave, 120v, Mfg. 2017	&nbsp;   
151	Cambro Commercial Utility Cart, 3 Shelves, 40in x 21in x 38in	This cart doesn't roll too great, but it will get things moved 
152	Lot of 2 Insulated Catering Food Delivery Bags, 22in x 13in x 13in	Includes 2 U-Line Styrofoam Coolers w/ Cold Paks, Small Size 
153	Amana Model: RMS10TS Commercial Microwave, 120v, Mfg. 2017	Used but w/ Box 
154	Advance Tabco ELAG-308 Stainless Steel Prep Table w/ Undershelf, 96in x 30in x 36in high	Advance Tabco ELAG-308 Stainless Steel Prep Table w/ Undershelf, 96in x 30in x 36in high 16 Gauge Type 420 Stainless Steel Top w/ Galvanized Steel Legs 
155	Advance Tabco ELAG-308 Stainless Steel Prep Table w/ Undershelf, 96in x 30in x 36in high	Advance Tabco ELAG-308 Stainless Steel Prep Table w/ Undershelf, 96in x 30in x 36in high 16 Gauge Type 420 Stainless Steel Top w/ Galvanized Steel Legs 
156	Advance Tabco ELAG-308 Stainless Steel Prep Table w/ Undershelf, 96in x 30in x 36in high	Advance Tabco ELAG-308 Stainless Steel Prep Table w/ Undershelf, 96in x 30in x 36in high 16 Gauge Type 420 Stainless Steel Top w/ Galvanized Steel Legs 
157	Advance Tabco ELAG-308 Stainless Steel Prep Table w/ Undershelf, 96in x 30in x 36in high	Advance Tabco ELAG-308 Stainless Steel Prep Table w/ Undershelf, 96in x 30in x 36in high 16 Gauge Type 420 Stainless Steel Top w/ Galvanized Steel Legs 
158	Advance Tabco ELAG-308 Stainless Steel Prep Table w/ Undershelf, 96in x 30in x 36in high	Advance Tabco ELAG-308 Stainless Steel Prep Table w/ Undershelf, 96in x 30in x 36in high 16 Gauge Type 420 Stainless Steel Top w/ Galvanized Steel Legs 
159	Advance Tabco ELAG-308 Stainless Steel Prep Table w/ Undershelf, 96in x 30in x 36in high	Advance Tabco ELAG-308 Stainless Steel Prep Table w/ Undershelf, 96in x 30in x 36in high 16 Gauge Type 420 Stainless Steel Top w/ Galvanized Steel Legs 
160	Advance Tabco ELAG-308 Stainless Steel Prep Table w/ Undershelf, 96in x 30in x 36in high	Advance Tabco ELAG-308 Stainless Steel Prep Table w/ Undershelf, 96in x 30in x 36in high 16 Gauge Type 420 Stainless Steel Top w/ Galvanized Steel Legs 
161	Advance Tabco ELAG-308 Stainless Steel Prep Table w/ Undershelf, 96in x 30in x 36in high	Advance Tabco ELAG-308 Stainless Steel Prep Table w/ Undershelf, 96in x 30in x 36in high 16 Gauge Type 420 Stainless Steel Top w/ Galvanized Steel Legs 
162	Advance Tabco ELAG-308 Stainless Steel Prep Table w/ Undershelf, 96in x 30in x 36in high	Advance Tabco ELAG-308 Stainless Steel Prep Table w/ Undershelf, 96in x 30in x 36in high 16 Gauge Type 420 Stainless Steel Top w/ Galvanized Steel Legs 
163	Advance Tabco ELAG-308 Stainless Steel Prep Table w/ Undershelf, 96in x 30in x 36in high	Advance Tabco ELAG-308 Stainless Steel Prep Table w/ Undershelf, 96in x 30in x 36in high 16 Gauge Type 420 Stainless Steel Top w/ Galvanized Steel Legs 
164	Advance Tabco ELAG-308 Stainless Steel Prep Table w/ Undershelf, 96in x 30in x 36in high	Advance Tabco ELAG-308 Stainless Steel Prep Table w/ Undershelf, 96in x 30in x 36in high 16 Gauge Type 420 Stainless Steel Top w/ Galvanized Steel Legs 

## EXHIBIT A TO MOTION TO SELL ASSETS

Lot Number	Lot Title	Lot Description
165	Advance Tabco ELAG-308 Stainless Steel Prep Table w/ Undershelf, 96in x 30in x 36in high	Advance Tabco ELAG-308 Stainless Steel Prep Table w/ Undershelf, 96in x 30in x 36in high 16 Gauge Type 420 Stainless Steel Top w/ Galvanized Steel Legs, This Table Needs a Weld on Undershelf 
166	Lot of 2 Heavy Duty Hard Plastic Dunnage Racks, Ea. 36in x 96in x 12in	Each One is 8 Feet x 3 Feet x 1 Foot 
167	Plastic Wild Grass, Autograph Foliages, 10in Wild Long Grass Mat SKU: A-5022 Approx. 80 Pieces	Color Green, Tutone Green, 8in High, 10in Squares, Mfg. Signature Foliage 
168	Exterior Sign Letters, 21 Lg. Letters, 12 Small & 2 Sign Bars	Spells, Eat Fit Go, Eat Fit Go, Healthy Foods & 2 Logo Pieces, Letters are 19in and 9in tall 
169	DP Max Air Guard Filters, 24in x 24in x 2in, 18 Filtes, & 5 4in x 24in x 24in	&nbsp; 
170	Lot of 2 JBL Model: C65P/T Speakers	&nbsp; 
171	NSF Green Stationary Shelving Units, Lot of 2, 60in x 36in x 74in High	Contents Not Included 
172	6 Cases, Kimberly-Clark Wiper Dispensers, No. 09107	For Quarter-Folded Wipers, Grey Plastic, 6 Per Case, Plus a Few Extra 
173	ECH Cash Drawer, Model: CC-410-B2 w/ 1 Key	&nbsp; 
174	ECH Cash Drawer, Model: CC-410-B2 w/ 1 Key	&nbsp; 
175	ECH Cash Drawer, Model: CC-410-B2 w/ 1 Key	&nbsp; 
176	ECH Cash Drawer, Model: CC-410-B2 w/ 1 Key	&nbsp; 
177	ECH Cash Drawer, Model: CC-410-B2 w/ 2 Keys	&nbsp; 
178	ECH Cash Drawer, Model: CC-410-B2 w/ 2 Keys	&nbsp; 
179	New in Box, ECH Cash Drawer, Model: CC-410-B2 w/ 2 Keys	&nbsp; 
180	New in Box, ECH Cash Drawer, Model: CC-410-B2 w/ 2 Keys	&nbsp; 
181	Lifetime Acrylic Basketball Hoop & Standard, w/ Extra Backboard & Rim	&nbsp; 
182	Step Stool, Brooms, Road Cone, Electrical Cord	&nbsp; 
183	Lot of 3 Squeegee's w/ Extra Head	&nbsp; 
184	Lot of 3 Squeegee's w/ Extra Head	&nbsp; 
185	Lot of 4 Squeegee's	&nbsp; 
186	Lot of 4 Squeegee's	&nbsp; 
187	Mop Bucket, Wet Floor Signs, Mop Handles, Weird Brooms	&nbsp; 
188	Air Hockey Table, 44in x 84in, Has some wear and tear, Good Used Condition	&nbsp; 
189	Weight Bench, 1 45lb Plate, 4 1kg Plates	&nbsp; 
190	Samsung 50in HDTV High Def TV, Smart TV, No Stand, w/ Remote, No Stand	Includes Both Brackets to Hand TV, No Stand Included 
191	Samsung 50in HDTV High Def TV, Smart TV, No Stand, w/ Remote, No Stand	Includes Both Brackets to Hand TV, No Stand Included 
192	Samsung 50in HDTV High Def TV, Smart TV, No Stand, w/ Remote, No Stand	Includes Both Brackets to Hand TV, No Stand Included 
193	Samsung 50in HDTV High Def TV, Smart TV, No Stand, w/ Remote, No Stand	Includes Both Brackets to Hand TV, No Stand Included 

## EXHIBIT A TO MOTION TO SELL ASSETS

Lot Number	Lot Title	Lot Description
194	Samsung 50in HDTV High Def TV, Smart TV, No Stand, w/ Remote, No Stand	Includes Both Brackets to Hand TV, No Stand Included 
195	Samsung 50in HDTV High Def TV, Smart TV, No Stand, w/ Remote, No Stand	Includes Both Brackets to Hand TV, No Stand Included 
196	Samsung 50in HDTV High Def TV, Smart TV, No Stand, w/ Remote, No Stand	Includes Both Brackets to Hand TV, No Stand Included 
197	Samsung 50in HDTV High Def TV, Smart TV, No Stand, w/ Remote, No Stand	Includes the Wall Bracket on the TV, But not the Wall Side Bracket, No Stand Included 
198	Samsung 50in HDTV High Def TV, Smart TV, No Stand, w/ Remote, No Stand	Includes the Wall Bracket on the TV, But not the Wall Side Bracket, No Stand Included 
199	Samsung 50in HDTV High Def TV, Smart TV, No Stand, No Remote, No Stand	Includes the Wall Bracket on the TV, But not the Wall Side Bracket, No Stand Included 
200	Samsung 50in HDTV High Def TV, Smart TV, No Stand, No Remote, No Stand	Includes the Wall Bracket on the TV, But not the Wall Side Bracket, No Stand Included 
201	Samsung 50in HDTV High Def TV, Smart TV, No Stand, No Remote, No Stand	Includes the Wall Bracket on the TV, But not the Wall Side Bracket, No Stand Included 
202	Samsung 50in HDTV High Def TV, Smart TV, No Stand, No Remote, No Stand	Includes the Wall Bracket on the TV, But not the Wall Side Bracket, No Stand Included 
203	Samsung 50in HDTV High Def TV, Smart TV, No Stand, No Remote, No Stand	Includes the Wall Bracket on the TV, But not the Wall Side Bracket, No Stand Included 
204	Samsung 50in HDTV High Def TV, Smart TV, No Stand, No Remote, No Stand	Includes the Wall Bracket on the TV, But not the Wall Side Bracket, No Stand Included 
205	Lot of 20 Laminate Top Restaurant Table Tops, 14 Table Bases	Some Wall Mount, Some Free Standing, Six Without Legs or Bases, We May Find a Few More Bases, But Not Guaranteed 
206	Tub of Office Supply, Paper, Folders, Clocks, First Aid Kit, Misc.	&nbsp; 
207	Glass Top Desk w/ File Cabinet	&nbsp; 
208	Glass Top Desk w/ File Cabinet & Trash Can	&nbsp; 
209	Rough Neck 4,400lb Pallet Jack	&nbsp; 
210	Group of Aleko Artificial Apples, Lemons and Oranges, 6 Acrylic Vases	&nbsp; 
211	Plasticade Shopping Basket Set, 12 Baskets, 1 Wire Rack, Used	&nbsp; 
212	Plasticade Shopping Basket Set, 12 Baskets, 1 Wire Rack, Used	&nbsp; 
213	Plasticade Shopping Basket Set, 12 Baskets, 1 Wire Rack, Used	&nbsp; 
214	Plasticade Shopping Basket Set, 12 Baskets, 1 Wire Rack, Used	&nbsp; 
215	Plasticade Shopping Basket Set, 12 Baskets, 1 Wire Rack, Used	&nbsp; 
216	Plasticade Shopping Basket Set, 12 Baskets, 1 Wire Rack, Used	&nbsp; 
217	New in Box, Plasticade No. H2112003 Shopping Basket Set, 12 Baskets, Wire Stand	New in Box, Plasticade No. H2112003 Shopping Basket Set, 12 Baskets, Wire Stand 
218	New in Box, Plasticade No. H2112003 Shopping Basket Set, 12 Baskets, Wire Stand	New in Box, Plasticade No. H2112003 Shopping Basket Set, 12 Baskets, Wire Stand 



## EXHIBIT A TO MOTION TO SELL ASSETS

Lot Number	Lot Title	Lot Description
219	New in Box, Plasticade No. H2112003 Shopping Basket Set, 12 Baskets, Wire Stand	New in Box, Plasticade No. H2112003 Shopping Basket Set, 12 Baskets, Wire Stand 
220	New in Box, Plasticade No. H2112003 Shopping Basket Set, 12 Baskets, Wire Stand	New in Box, Plasticade No. H2112003 Shopping Basket Set, 12 Baskets, Wire Stand 
221	New in Box, Plasticade No. H2112003 Shopping Basket Set, 12 Baskets, Wire Stand	New in Box, Plasticade No. H2112003 Shopping Basket Set, 12 Baskets, Wire Stand 
222	New in Box, Plasticade No. H2112003 Shopping Basket Set, 12 Baskets, Wire Stand	New in Box, Plasticade No. H2112003 Shopping Basket Set, 12 Baskets, Wire Stand 
223	New in Box, Plasticade No. H2112003 Shopping Basket Set, 12 Baskets, Wire Stand	New in Box, Plasticade No. H2112003 Shopping Basket Set, 12 Baskets, Wire Stand 
224	New in Box, Plasticade No. H2112003 Shopping Basket Set, 12 Baskets, Wire Stand	New in Box, Plasticade No. H2112003 Shopping Basket Set, 12 Baskets, Wire Stand 
225	New in Box, Plasticade No. H2112003 Shopping Basket Set, 12 Baskets, Wire Stand	New in Box, Plasticade No. H2112003 Shopping Basket Set, 12 Baskets, Wire Stand 
226	Greenlee No. 9510 A-Frame Wire Cart	&nbsp; 
227	Lot of 2 Shopping Bag (T-Shirt Bag) Dispenser w/ Metal Frame, Plastic Base	&nbsp; 
228	Lot of 2 Shopping Bag (T-Shirt Bag) Dispenser w/ Metal Frame, Plastic Base	&nbsp; 
229	Lot of 2 Shopping Bag (T-Shirt Bag) Dispenser w/ Metal Frame, Plastic Base	&nbsp; 
230	Lot of 2 Shopping Bag (T-Shirt Bag) Dispenser w/ Metal Frame, Plastic Base	New Case of 4, Shopping Bag (T-Shirt Bag) Dispenser w/ Metal Frame, Plastic Base 
231	New Case of 4, Shopping Bag (T-Shirt Bag) Dispenser w/ Metal Frame, Plastic Base	New Case of 4, Shopping Bag (T-Shirt Bag) Dispenser w/ Metal Frame, Plastic Base 
232	New Case of 4, Shopping Bag (T-Shirt Bag) Dispenser w/ Metal Frame, Plastic Base	New Case of 6, Shopping Bag (T-Shirt Bag) Dispenser w/ Metal Frame, Plastic Base 
233	New Case of 6, Shopping Bag (T-Shirt Bag) Dispenser w/ Metal Frame, Plastic Base	&nbsp; 
234	Acer Iconia One 10 32GB Wi-Fi Tablet, Model: B3-A40, Android 7, 10.1in	w/ Original Box 
235	Acer Iconia One 10 32GB Wi-Fi Tablet, Model: B3-A40, Android 7, 10.1in	w/ Original Box 
236	Acer Iconia One 10 32GB Wi-Fi Tablet, Model: B3-A40, Android 7, 10.1in	w/ Original Box 
237	Acer Iconia One 10 32GB Wi-Fi Tablet, Model: B3-A40, Android 7, 10.1in	w/ Original Box 
238	Acer Iconia One 10 32GB Wi-Fi Tablet, Model: B3-A40, Android 7, 10.1in	w/ Charger, No Box 
239	Acer Iconia One 10 32GB Wi-Fi Tablet, Model: B3-A40, Android 7, 10.1in	No Charger, No Box, Standard Micro USB Charging Port 
240	Apple iPad Mini 2 Wi-Fi 16GB Silver, ME279LLA (Revel Systems Used Unit)	No Charger, No Box 
241	Apple iPad Mini 2 Wi-Fi 16GB Silver, ME279LLA (Revel Systems Used Unit)	w/ Charger, No Box 

## EXHIBIT A TO MOTION TO SELL ASSETS

Lot Number	Lot Title	Lot Description
242	Apple iPad Mini 2 Wi-Fi 16GB Silver, ME279LLA (Revel Systems Used Unit)	w/ Charger, No Box 
243	Apple iPad Mini 2 Wi-Fi 16GB Silver, ME279LLA (Revel Systems Used Unit) w/ Box	&nbsp; 
244	Apple iPad Mini 2 Wi-Fi 16GB Silver, ME279LLA (Revel Systems Used Unit) w/ Box	&nbsp; 
245	Apple iPad Mini 2 Wi-Fi 16GB Silver, ME279LLA (Revel Systems Used Unit) w/ Box	&nbsp; 
246	Apple iPad Mini 2 Wi-Fi 16GB Silver, ME279LLA (Revel Systems Used Unit) w/ Box	&nbsp; 
247	Samsung Model: XE500C13 Chrombook Notebook Computer	No Case, No Box, No Charger, 
248	Apple iPad Air 2, 32GB Wi-Fi Tablet, Silver, MN: MNV62LL/A w/ Box	&nbsp; 
249	Apple iPad Air 2, 32GB Wi-Fi Tablet, Silver, MN: MNV62LL/A w/ Box	&nbsp; 
250	Apple iPad Air 2, 32GB Wi-Fi Tablet, Silver, MN: MNV62LL/A w/ Box	&nbsp; 
251	Apple iPad Air 2, 32GB Wi-Fi Tablet, Silver, MN: MNV62LL/A w/ Box	&nbsp; 
252	Lot of 6, 12 Outlet Plug Surge Protector Power Strips in Crate	&nbsp; 
253	Crate of Therm-O-Stack Insulated Lunch Bags w/ Eat-Fit-Go logo, Lime	&nbsp; 
254	Crate of Insulated Shopping Bags w/ Eat-Fit-Go Logo, Black, White Font	&nbsp; 
255	Sam4S Model: Titan-150 POS System w/ Epson Printer & Accessories	Comes w/ Credit Card Slider, Printer, Keyboard, Mouse 
256	Lot of 6 Revel Systems Tablet Stands, Credit Card Sliders & 6 Epson Printers & Accessories	Comes w/ 2 Keys, No Tablets Includes, See Previous Lots of Tablets, Revel R212-0001 Serial Servers, UniFi AP-Pro WiFi Extenders, TP-Link TL-SF1008D 8 Port Desktop Switches and Other Items 
257	Lot of 8 Stainless Steel Trash Receptical Top Mount Entry Hole Brackets, 9in x 9in	&nbsp; 
258	Lot of 3, NSF Stationary Chrome Wire Shelving Racks, 18in x 48in x 74in	19 Total Shelves Between the 3 Units, 2 Assembled, 1 Disassembled, Contents Not Included 
259	Lot of 2, Eight Feet Lifetime Plastic Banquet Folding Tables, 30in Wide	&nbsp; 
260	Lot of 6, FOCUS NSF Stationary Green Wire Shelving Units, 36in x 60in x 74in	Group of Six Total, (2) w/ 3 Shelves, (4) w/ 2 Shelves and Seven Spare Shelves Included, Contents Not Included 
261	FOCUS NSF Green Wire Shelving Unit, Stationary, 4 Shelves, 18in x 60in x 74in	&nbsp; 
262	Chrome Stationary Wire Shelving Unit, 14in x 36in x 55in, 4 Shelves	&nbsp; 
263	Lot of 5 Trash Cans w/ Contents of Artificial Grass & Fruit	&nbsp; 
264	9 Cases, 36/Case, Plastic Wild Grass, Autograph Foliages, 10in Wild Long Grass Mat SKU: A-5022	Color Green, Tutone Green, 8in High, 10in Squares, Mfg. Signature Foliage 
265	9 Cases, 36/Case, Plastic Wild Grass, Autograph Foliages, 10in Wild Long Grass Mat SKU: A-5022	Color Green, Tutone Green, 8in High, 10in Squares, Mfg. Signature Foliage 
266	6 Cases of ALEKO Artificial Oranges, Apples & Lemons, 600/Case	2 Cases of Each Fruit, Oranges, Apples, Lemons, 1,800 Pieces Total 

## EXHIBIT A TO MOTION TO SELL ASSETS

Lot Number	Lot Title	Lot Description
267	Lot of 5, NSF Chrome Stationary Wire Shelving Units, 18in x 48in x 74in	1 has 5 Shelves, Others Just 2 Shelves, Includes Four Extra Shelves, Contents Not Included 
268	Small Sentry Safe, No Key or Combo	&nbsp; 
269	New Case of 4, Blue Dot White Hot Mesh Metal Chairs, Sealed Case	&nbsp; 
270	New Case of 4, Blue Dot White Hot Mesh Metal Chairs, Sealed Case	&nbsp; 
271	New Case of 4, Blue Dot White Hot Mesh Metal Chairs, Sealed Case	&nbsp; 
272	New Case of 4, Blue Dot White Hot Mesh Metal Chairs, Sealed Case	&nbsp; 
273	New Case of 4, Blue Dot White Hot Mesh Metal Chairs, Sealed Case	&nbsp; 
274	New Case of 4, Blue Dot White Hot Mesh Metal Chairs, Sealed Case	&nbsp; 
275	New Case of 4, Blue Dot White Hot Mesh Metal Chairs, Sealed Case	&nbsp; 
276	New Case of 4, Blue Dot White Hot Mesh Metal Chairs, Sealed Case	&nbsp; 
277	Set of 4, Blue Dot White Hot Mesh Metal Chairs, Open Stock	&nbsp; 
278	Set of 4, Blue Dot White Hot Mesh Metal Chairs, Open Stock	&nbsp; 
279	Set of 4, Blue Dot White Hot Mesh Metal Chairs, Open Stock	&nbsp; 
280	Set of 4, Blue Dot White Hot Mesh Metal Chairs, Open Stock	&nbsp; 
281	Set of 4, Blue Dot White Hot Mesh Metal Chairs, Open Stock	&nbsp; 
282	Set of 4, Blue Dot White Hot Mesh Metal Chairs, Open Stock	&nbsp; 
283	Set of 4, Blue Dot White Hot Mesh Metal Chairs, Open Stock	&nbsp; 
284	Set of 4, Blue Dot White Hot Mesh Metal Chairs, Open Stock	&nbsp; 
285	Set of 4, Blue Dot White Hot Mesh Metal Chairs, Open Stock	&nbsp; 
286	Set of 4, Blue Dot White Hot Mesh Metal Chairs, Open Stock	&nbsp; 
287	Set of 4, Blue Dot White Hot Mesh Metal Chairs, Open Stock	&nbsp; 
288	Set of 4, Blue Dot White Hot Mesh Metal Chairs, Open Stock	&nbsp; 
289	Set of 4, Blue Dot White Hot Mesh Metal Chairs, Open Stock	&nbsp; 
290	Set of 4, Blue Dot White Hot Mesh Metal Chairs, Open Stock	&nbsp; 
291	Set of 4, Blue Dot White Hot Mesh Metal Chairs, Open Stock	&nbsp; 
292	Set of 4, Blue Dot White Hot Mesh Metal Chairs, Open Stock	&nbsp; 
293	Set of 4, Blue Dot White Hot Mesh Metal Chairs, Open Stock	&nbsp; 
294	Set of 4, Blue Dot White Hot Mesh Metal Chairs, Open Stock	&nbsp; 
295	Set of 4, Blue Dot White Hot Mesh Metal Chairs, Open Stock	&nbsp; 
296	Set of 4, Blue Dot White Hot Mesh Metal Chairs, Open Stock	&nbsp; 
297	Set of 4, Blue Dot White Hot Mesh Metal Chairs, Open Stock	&nbsp; 
298	Set of 4, Blue Dot White Hot Mesh Metal Chairs, Open Stock	&nbsp; 
299	Set of 4, Blue Dot White Hot Mesh Metal Chairs, Open Stock	&nbsp; 
300	Set of 4, Blue Dot White Hot Mesh Metal Chairs, Open Stock	&nbsp; 
301	Set of 4, Blue Dot White Hot Mesh Metal Chairs, Open Stock	&nbsp; 
302	Set of 4, Blue Dot White Hot Mesh Metal Chairs, Open Stock	&nbsp; 
303	Set of 4, Blue Dot White Hot Mesh Metal Chairs, Open Stock	&nbsp; 
304	Set of 4, Blue Dot White Hot Mesh Metal Chairs, Open Stock	&nbsp; 

## EXHIBIT A TO MOTION TO SELL ASSETS

Lot Number	Lot Title	Lot Description
305	Set of 4, Blue Dot White Hot Mesh Metal Chairs, Open Stock	&nbsp; 
306	Set of 4, Blue Dot White Hot Mesh Metal Chairs, Open Stock	&nbsp; 
307	New Case of 2, Blue Dot Hot Mesh Metal Barstools, Green	&nbsp; 
308	New Case of 2, Blue Dot Hot Mesh Metal Barstools, Green	&nbsp; 
309	Set of 4, Blue Dot Hot Mesh Metal Barstools, Green, Open Stock	&nbsp; 
310	Set of 4, Blue Dot Hot Mesh Metal Barstools, Green, Open Stock	&nbsp; 
311	Set of 4, Blue Dot Hot Mesh Metal Barstools, Green, Open Stock	&nbsp; 
312	Set of 4, Blue Dot Hot Mesh Metal Barstools, Green, Open Stock	&nbsp; 
313	Set of 4, Blue Dot Hot Mesh Metal Barstools, Green, Open Stock	&nbsp; 
314	Set of 4, Blue Dot Hot Mesh Metal Barstools, Green, Open Stock	&nbsp; 
315	Lot of 2, EKO Regent Step Bin Stainless Steel 8.45 Gallon Trash Can	&nbsp; 
316	Lot of 2 Stainless Steel Step Bin Trash Cans	&nbsp; 
317	Lot of 3 Tablecraft KK3 KenKut 3 - 12in Film & Foil Dispenser / Cutters & Soap Dispensers	w/ 4 Soap Dispensers - Film Cutters As-Is, Top May Need Clipped In or Down, Untested 
318	Lot of 8 New in Box, Merchandiser Wire Racks for Protein or Candy Bars	Each one is 19in x 6in x 9in 
319	Lot of 8 New in Box, Merchandiser Wire Racks for Protein or Candy Bars	Each one is 19in x 6in x 9in 
320	Lot of 8 New in Box, Merchandiser Wire Racks for Protein or Candy Bars	Each one is 19in x 6in x 9in 
321	Lot of 8 New in Box, Merchandiser Wire Racks for Protein or Candy Bars	Each one is 19in x 6in x 9in 
322	Lot of 8 New in Box, Merchandiser Wire Racks for Protein or Candy Bars	Each one is 19in x 6in x 9in 
323	Lot of 8 New in Box, Merchandiser Wire Racks for Protein or Candy Bars	Each one is 19in x 6in x 9in 
324	Lot of 15 Open Stock, Merchandiser Wire Racks for Protein or Candy Bars	Each one is 19in x 6in x 9in 
325	3 New in Box Cases of Tork Xpressnap Tabletop Napkin Dispensers, 4/Case	Interfold, Black, Mfg. 2017, No. 62 32 000, 12 Total Dispensers 
326	3 New in Box Cases of Tork Xpressnap Tabletop Napkin Dispensers, 4/Case	Interfold, Black, Mfg. 2017, No. 62 32 000, 12 Total Dispensers 
327	3 New in Box Cases of Tork Xpressnap Tabletop Napkin Dispensers, 4/Case	Interfold, Black, Mfg. 2017, No. 62 32 000, 12 Total Dispensers 
328	3 New in Box Cases of Tork Xpressnap Tabletop Napkin Dispensers, 4/Case	Interfold, Black, Mfg. 2017, No. 62 32 000, 12 Total Dispensers 
329	3 New in Box Cases of Tork Xpressnap Tabletop Napkin Dispensers, 4/Case	Interfold, Black, Mfg. 2017, No. 62 32 000, 12 Total Dispensers 
330	3 New in Box Cases of Tork Xpressnap Tabletop Napkin Dispensers, 4/Case	Interfold, Black, Mfg. 2017, No. 62 32 000, 12 Total Dispensers 
331	3 New in Box Cases of Tork Xpressnap Tabletop Napkin Dispensers, 4/Case	Interfold, Black, Mfg. 2017, No. 62 32 000, 12 Total Dispensers 
332	6 Crates of Tork Xpressnap Tabletop Napkin Dispensers, 38+- Dispensers	Interfold, Black, Mfg. 2017, No. 62 32 000, Open Stock 
333	Black NSF Stationary Wire Shelving Unit, 6 Shelves, 18in x 36in x 73in	&nbsp; 
334	Milwaukee Model: HD800P - 2 Wheel Hand Truck, 800lb Capacity	&nbsp; 
335	Milwaukee Model: HD800P - 2 Wheel Hand Truck, 800lb Capacity	&nbsp; 

## EXHIBIT A TO MOTION TO SELL ASSETS

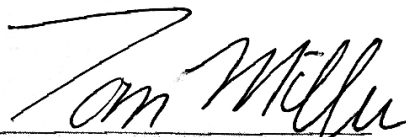
Lot Number	Lot Title	Lot Description
336	Milwaukee Model: HD800P - 2 Wheel Hand Truck, 800lb Capacity	&nbsp; 
337	Lot of 2, Tablecraft KK2 & KK3 KenKut 2/3 - 12in Film & Foil Dispenser / Cutters	&nbsp; 
338	27 Gallon Tough Tote, Small Buckets, Misc. Tote	&nbsp; 
339	Lot of Bus Tubs	&nbsp; 
340	Placeholder, Do Not Bid, Spot for Additional Lot if Needed	Do Not Bid 
341	Placeholder, Do Not Bid, Spot for Additional Lot if Needed	Do Not Bid 
342	Placeholder, Do Not Bid, Spot for Additional Lot if Needed	Do Not Bid 
343	Placeholder, Do Not Bid, Spot for Additional Lot if Needed	Do Not Bid 
344	Placeholder, Do Not Bid, Spot for Additional Lot if Needed	Do Not Bid 
345	Placeholder, Do Not Bid, Spot for Additional Lot if Needed	Do Not Bid 
346	Placeholder, Do Not Bid, Spot for Additional Lot if Needed	Do Not Bid 
347	Commercial Stainless Steel Tilting Skillet, Very Clean, Steam	Could Not Read Mfg. Tag, Lots 347, 348 & 349 are Located at Our Shop 1528 N. Saddle Creek Rd, Pick Up There, This Lot Not From Eat-Fit-Go 
348	True Model: T-49 Double Door Commercial Stainless Steel Freezer, Works Great	Clip Bracket & Racks Included but Need to Be Installed, Works Great, Lots 347, 348 & 349 are Located at Our Shop 1528 N. Saddle Creek Rd, Pick Up There, This Lot Not From Eat-Fit-Go 
349	Scotsman Ice Machine, Water Cooled, Model: CME656WE-32A	Lots 347, 348 & 349 are Located at Our Shop 1528 N. Saddle Creek Rd, Pick Up There, This Lot Not From Eat-Fit-Go 
350	South Bend SteamMaster Model: BGMTS-40 Tilting Skillet, 120v, Steam, 40 Gallon	South Bend SteamMaster Model: BGMTS-40 Tilting Skillet, 120v, Steam, 40 Gallon 
351	Lance Model: LT-30 Vacuum Massage Tumbler, Stainless Steel, 500lb Capacity	Variable Speed Drive 1-9 RPM, 110v, 1/2HP Motor, 650Lb Weight, 52in x 31in x 49in 
352	2017 Polaris GEM E2 Electric 2 Door Coupe, White, 315 Orig. Miles Fully Equipped, 110v	VIN: 52CG2AGA8H0015655 Doors, Large Capacity Storage Locking Box, Automatic, w/ Charger, 110v, Like New, Wrap Easily Removed, 2 Doors, Mirrors, Nice Wheels, Like New Tires, 4 Batteries, Power Steering, Heat/AC, Seat Belts, 4 Lug 14in Tires and Rims, Mirrors, Street Legal in Town, Speedometer Up to 60mph 

EXHIBIT B TO MOTION TO SELL ASSETS

## AUCTION CONTRACT


This agreement is between The Auction Mill herein called "Auctioneer," and the undersigned, herein called "Seller."

1. **AUCTION ASSIGNMENT:** Seller hereby consigns to Auctioneer, and employs said Auctioneer, to sell at auction, or otherwise, the personal property listed below: Restaurant Equipment, Fixtures, Supplies and GEM Electric Car belonging to Eat-Fit-Go.
2. **COMMISSION:** For its services, **Auctioneer will receive and retain from the proceeds 10% of the sale of each consigned item or lot as commission from Seller.** Applicable marketing and labor fees will also be retained from proceeds. Auctioneer cannot guarantee that an item will sell and can only offer an opinion as to the salability of any item. A buyers premium will be implemented and retained by the auction company.
3. **SALE:** Auctioneer shall have complete discretion as to: (1) the place and the date of the sale and the manner in which such sale is conducted unless otherwise specified herein by the parties as Eat-Fit-Go Headquarters 8877 S. 137<sup>th</sup> Circle Suite 1 Omaha, NE 68138 (place) and Date TBD (Potentially ending Dec. 9<sup>th</sup>) (date); (2) the description of the Property in its catalogs, advertisements or other literature; (3) seeking the views of any expert; (4) the combination, or division, of the Property into several lots as may be deemed appropriate for sale.
4. **CERTAIN WARRANTIES:** Seller warrants that he/she has the right to consign the Property for sale, which the same is free and clear of liens, encumbrances and claims of third parties, and that good title will pass to the buyer.
5. **INSURANCE AND LOSS OF PROPERTY:** Auctioneer will exercise reasonable care with respect to Seller's items, however, Seller has the obligation to insure the Property until sold by the Auctioneer. Auctioneer shall not be responsible for any breakage, or damage, done to the Property and Auctioneer shall not be obligated to insure said property against loss, by theft or otherwise, damage, or destruction of any kind, and assumes no liability for loss by theft or otherwise, damage, or destruction of any kind. The Auction Mill shall carry insurance that is usual and customary for it business
6. **NO REPRESENTATIONS:** Any appraisal, estimate or other statement of Auctioneer, or its representatives, with respect to the selling price of any article is a statement of opinion only, and may not be relied upon as a prediction of the actual selling price. All lots are to be sold to the highest bidder in the traditional auction format. All items will be sold to the highest bidder without minimums or reserves.
7. **SETTLEMENT OF ACCOUNT:** Auctioneer will make available to Seller the net proceeds received, and collected from, the sale of the property within ten business days following the auction, less its commission and fees.
8. **WITHDRAWAL:** No Property may be withdrawn after consigned without Auctioneer's written consent. In the event property is withdrawn by the Seller, a payment of the greater of \$100.00 or 10% of the fair market value will be charged to the Seller. In the event Seller cancels the Auction, a payment of \$2,000.00 will be charged to the Seller. Auctioneer reserves the right to withdraw any Property at any time before the item is deemed sold.
9. **RESERVES/BUY BACK FEE'S:** In the event a reserve is placed on a consigned item or lot the following will apply; if item does not meet the reserve price, the seller will be charged a commission of the greater of \$100.00 or 10% of the highest bid price. Same fee applies if the seller places a bid on their own item at an auction. All reserves and buy backs must be discussed between Auctioneer or Seller prior to the item or lot being placed on the auction block; in the event Auctioneer is not apprised by Seller of any reserve or buy back, Auctioneer reserves the right to not accept a bid on any such item by Seller or any representative of Seller.
10. **ADVERTISING FEE'S OR CHARGES:** Seller agrees to pay all related advertising and labor fees to hold this auction, regardless if Seller cancels the auction. Off-Site labor is billed at \$15.00/hr and shall be retained by Auctioneer from the proceeds of the auction. Typical advertising fees to hold a timed online auction range from \$1,500.00 to \$2,000.00 not including any online bidding platform fees. Auction format to be a timed online auction using Proxibid's platform. Advertising and labor billed to the client will be capped at \$2,000.00, any amount exceeding \$2,000.00 will be paid for by the auction firm.

  
For the Auction Mill \_\_\_\_\_ Date 11/19/18



402.885.4916

  
Signature of Seller or Representative of Seller \_\_\_\_\_ Date 11-19-18

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